

KING COUNTY  
SUPERIOR COURT CLERK  
HONORABLE BARBARA R. EDINDE  
CASE NUMBER: 14-2-07669-0 SEA

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF KING

MOVE, INC., a Delaware corporation,  
REALSELECT, INC., a Delaware  
corporation, TOP PRODUCER SYSTEMS  
COMPANY, a British Columbia unlimited  
liability company, NATIONAL  
ASSOCIATION OF REALTORS®, an  
Illinois non-profit corporation, and  
REALTORS® INFORMATION  
NETWORK, INC., an Illinois corporation,

Plaintiffs,

vs.

ZILLOW, INC., a Washington corporation,  
ERROL SAMUELSON, an individual, and  
DOES 1-20,

Defendants.

Case No. 14-2-07669-0 SEA

**AMENDED COMPLAINT**

Plaintiffs Move, Inc.; RealSelect, Inc.; Top Producer Systems Company, ULC; National  
Association of Realtors®; and Realtors® Information Network, Inc., make the following  
allegations against defendants Zillow, Inc.; Errol Samuelson; and DOES 1-20 on information and  
belief:

1 **I. PARTIES, JURISDICTION, AND VENUE**

2 1.1 Plaintiff National Association of Realtors (“NAR”) is an Illinois non-profit  
3 corporation.

4 1.2 Plaintiff Realtors Information Network, Inc. (“RIN”) is an Illinois corporation. It  
5 is a wholly-owned subsidiary of NAR.

6 1.3 Plaintiff Move, Inc. (“Move”) is a Delaware corporation.

7 1.4 Plaintiff RealSelect, Inc. (“RS”) is a Delaware corporation. It is a subsidiary of  
8 Move.

9 1.5 Plaintiff Top Producer Systems Company (“TopProducer”) is a British Columbia  
10 Unlimited Liability Company. It is a wholly-owned subsidiary of Move.

11 1.6 Move is publicly-traded on the NASDAQ exchange.

12 1.7 Move has been in existence for over 20 years and has approximately 950  
13 employees.

14 1.8 Move’s net revenues for fiscal year 2013 were \$227 million.

15 1.9 Defendant Zillow, Inc. (“Zillow”) is a Washington corporation with its principal  
16 place of business in King County, Washington.

17 1.10 Zillow is publicly-traded on the NASDAQ exchange.

18 1.11 Zillow’s 2013 revenue was \$197.55 million.

19 1.12 Zillow is one of Move’s two biggest competitors. Zillow and Move are two of the  
20 top three consumer sites for the online U.S. residential real estate market.

21 1.13 Defendant Errol Samuelson is a resident of Vancouver, British Columbia,  
22 Canada. For over a decade leading up to March 5, 2014, Mr. Samuelson was an executive of  
23  
24

1 Move. As Move's employee, he spent substantial time travelling in the United States, including  
2 King County, Washington.

3 1.14 Zillow announced that Mr. Samuelson had joined Zillow on March 5, 2014. Mr.  
4 Samuelson is subject to Zillow's control and is acting on its behalf.

5 1.15 The breaches of contract, breaches of fiduciary duty, and misappropriation of  
6 trade secrets alleged below took place, in substantial part, in King County, Washington. King  
7 County, Washington is the place where defendants have received or will receive the benefit of  
8 misappropriation.

9 1.16 Jurisdiction and venue are appropriate in this Court.

## 10 II. FACTS

### 11 The Plaintiffs' relationships and businesses

12 2.1 NAR is a trade organization for real estate professionals.

13 2.2 Move's business is varied but all relates to the online residential real estate  
14 market.

15 2.3 In 1996, NAR, RIN, RS, and Move entered into a strategic partnership that allows  
16 Move to operate NAR's website [www.realtor.com](http://www.realtor.com).

17 2.4 The agreements that memorialize the strategic partnership between NAR, RIN,  
18 RS, and Move have been revised and renegotiated over the years.

19 2.5 Currently, the strategic partnership between NAR and Move allows NAR to  
20 appoint one member of Move's seven-member Board of Directors.

21 2.6 The strategic partnership also involves and requires the sharing of confidential  
22 information between NAR, RIN, RS, and Move for the purpose of developing synergistic  
23

1 strategies. Non-disclosure agreements between NAR, RIN, RS, and Move prevent the sharing of  
2 confidential information outside of the strategic partnership.

3 2.7 For over a decade, beginning in the mid-1990s, Move consistently commanded  
4 the most online traffic of any company in the online residential real estate market.

5 2.8 Realtor.com®, a division of Move, is the primary vehicle for Move’s business-to-  
6 consumer and consumer line of business. Realtor.com provides consumers with comprehensive  
7 real estate information, including real estate listings for purchase or rent.

8 2.9 Move offers business-to-business products and services through its  
9 TopProducer®, TigerLead®, and FiveStreet™ lines of business. TopProducer, TigerLead, and  
10 FiveStreet provide real estate agents with lead-generation, relationship-management, and  
11 website-development services.

12 2.10 Move also operates ListHub™. ListHub aggregates data directly from multiple  
13 listing services (“MLSs”) and real estate brokers. ListHub syndicates the compiled data to  
14 approximately 130 publishers, including Zillow and other online real estate companies.

15 2.11 Move’s access to data direct from the MLSs is unique in the online real estate  
16 market.

17 **Errol Samuelson’s job duties with Move, and his knowledge of the trade**  
18 **secrets of Move, RS, NAR, and RIN**

19 2.12 Mr. Samuelson began working for Move in 2001. After a brief interlude as a  
20 consultant, Mr. Samuelson rejoined Move in 2003 as a Senior Vice President of Operations and  
21 employee and President of TopProducer.

22 2.13 In 2006, Mr. Samuelson became the head of Move’s sales and an officer of Move  
23 for purposes of section 16 of the Securities Exchange Act of 1934 (15 U.S.C. § 78a).

24 2.14 In 2007, Mr. Samuelson became President of realtor.com.

1           2.15    In 2009, Mr. Samuelson became Chief Revenue Officer of RealSelect and Move,  
2 with responsibility for revenue for all of Move's businesses.

3           2.16    Mr. Samuelson was primarily responsible for Move's acquisition of ListHub in  
4 September 2010, and the operations of ListHub reported to Mr. Samuelson.

5           2.17    In 2012, Mr. Samuelson was the chief negotiator for Move in the purchase of  
6 TigerLead.

7           2.18    In 2013, Mr. Samuelson became Chief Strategy Officer for RealSelect and Move,  
8 a position Move created for him. He directed strategy for all of Move's business lines. Mr.  
9 Samuelson remained the President of realtor.com.

10          2.19    In Mr. Samuelson's role as Chief Strategy Officer, he oversaw Move's business  
11 development and personally directed the team responsible for identifying assets and companies  
12 to consider acquiring or merging with.

13          2.20    Beginning in August 2013 Mr. Samuelson was involved in Move's discussions of  
14 its budget, strategic planning, and technology development plan for 2014. That process was not  
15 complete until the week before he resigned.

16          2.21    In 2009-2013, Mr. Samuelson was Move's second-highest compensated  
17 employee. He was the only employee to receive perquisites.

18          2.22    Mr. Samuelson's former roles at Move gave him access to and knowledge of  
19 essentially all of Move's trade secrets across all of its business lines, whether those secrets dealt  
20 with finance, technology, data content, strategy, marketing, or some another aspect of the  
21 business.

22          2.23    The secrets known to Mr. Samuelson, including memorized information, would  
23 inevitably be useful to him and to Zillow in his role at Zillow.  
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1           2.24   As President of realtor.com, and in later roles within Move, Mr. Samuelson was  
2 involved in negotiations of amendments to the strategic partnership between NAR, RIN, and  
3 Move.

4           2.25   Mr. Samuelson was the chief negotiator of a major update to the strategic  
5 partnership agreement between Move, RS, NAR and RIN in the middle of 2013.

6           2.26   The negotiation of the strategic partnership involved sharing of confidential  
7 information with the protection of a mutual non-disclosure agreement.

8           2.27   While the primary document memorializing the Move/RS/NAR/RIN strategic  
9 partnership agreement is public, the attachments to that agreement are not. Mr. Samuelson is  
10 familiar with the non-public details of the agreements and relationship between NAR, RIN, RS  
11 and Move.

12          2.28   In the course of negotiations with NAR and RIN, in the day-to-day operations of  
13 realtor.com, and in joint strategy discussions with NAR and RIN, Mr. Samuelson gained access  
14 to the strategic trade secrets of NAR and RIN.

15          2.29   Because Zillow competes with realtor.com, Mr. Samuelson's knowledge of the  
16 trade secrets of NAR and RIN will inevitably help and influence him in his new role at Zillow.

17                   **Mr. Samuelson's contractual obligations to avoid conflicts of interest and**  
18                   **preserve confidentiality**

19          2.30   Each quarter that he was employed by, and an officer of, Move, Mr. Samuelson  
20 certified in writing that he had read, understood, and would abide by Move's Code of Conduct  
21 and Business Ethics.

22          2.31   Section B of the Code, "Conflict of Interest," required every Move employee to  
23 avoid any interest that conflicts or appears to conflict with the interests of the company or that  
24 could reasonably be determined to harm the company's reputation.

1           2.32   Section C of the Code required Mr. Samuelson to keep proprietary and  
2 confidential information concerning Move’s business and the business of the company’s clients  
3 and suppliers confidential during and after his employment.

4           2.33   Section C of the Code also required him to comply with Move’s Invention  
5 Assignment and Confidentiality Agreement (“Confidentiality Agreement”).

6           2.34   Section 1 of the Confidentiality Agreement recognizes that the identity and  
7 particular needs of Move’s customers and suppliers, as well as the documents and information  
8 regarding Move’s customer suppliers, services, methods of operation, sales, pricing, and costs  
9 are trade secrets.

10          2.35   Section 1 of the Confidentiality Agreement recognizes that the loss of Move’s  
11 trade secrets cannot be adequately compensated by damages in an action at law.

12          2.36   Section 8 of the Confidentiality Agreement required Mr. Samuelson, during and  
13 after employment, to keep and hold all of Move’s proprietary information, which includes its  
14 trade secrets, in strict confidence and trust.

15          2.37   Section 8 of the Confidentiality Agreement required Mr. Samuelson, upon  
16 termination, to promptly deliver to Move all documents and materials of any nature pertaining to  
17 his work with Move and not to keep any documents or materials or copies thereof containing any  
18 proprietary information.

19          2.38   Section 13 of the Confidentiality Agreement prohibited Mr. Samuelson, after  
20 termination from Move, from directly or indirectly soliciting Move’s suppliers or customers if  
21 information about the supplier or customer relationship is trade secret.

22          2.39   Section 15 of the Confidentiality Agreement recognizes that a breach or  
23 threatened breach of the Confidentiality Agreement by Mr. Samuelson may cause irreparable  
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1 harm to Move and therefore entitle Move to an immediate injunction or other appropriate  
2 restraining order, without the need for Move to prove any actual damage.

3 **Errol Samuelson arranged to defect to Zillow, and destroyed evidence.**

4 2.40 Samuelson met with everyone on the Zillow executive team as well as the  
5 executive chairman (Rich Barton) and his co-founder (Lloyd Fink) before resigning and while he  
6 was an officer of Move.

7 2.41 On March 4, 2014, after deciding to join Zillow, Mr. Samuelson erased all  
8 memory from the laptop, iPhone, and iPad issued to him for business purposes by Move.

9 2.42 Mr. Samuelson erased the memory on those devices for personal reasons, despite  
10 consistent warnings that the devices and the data they contained belonged to Move.

11 2.43 Every time Mr. Samuelson logged into his Move-issued computer, he was  
12 confronted with a screen that required him to click an “OK” button certifying that he understood  
13 that the computer belonged to Move, that all activity on the computer can be monitored by  
14 Move, and that he has no expectation of any privacy in connection with his use of the computer.

15 2.44 Numerous times over the last several years, Move informed Mr. Samuelson that it  
16 was placing “litigation holds” for various lawsuits on all related business documents, including  
17 paper files and electronic files on his laptop and other devices, and instructed him to retain,  
18 preserve, and not discard, destroy, delete, purge or alter in any way documents, files, or any data  
19 on those devices.

20 2.45 Before destroying the memory on the laptop, iPhone, and iPad, Mr. Samuelson  
21 copied some business data from the laptop onto an external drive and left it at the TopProducer  
22 office.



1           2.46    Prior to resigning, Mr. Samuelson copied address book/contact information  
2 belonging to Move, Inc. from a USB drive.

3           2.47    Move has been unable to recover any data from the iPhone or iPad.

4           2.48    Move also issued Mr. Samuelson a Dell laptop for business purposes.

5           2.49    Though it was issued to Mr. Samuelson to use for business purposes while he was  
6 employed by Move, the Dell laptop remained Move's property.

7           2.50    After he left Move, Move instructed Mr. Samuelson to return the Dell laptop to  
8 Move. Mr. Samuelson has not returned the laptop to Move.

9           2.51    The laptop contained confidential information and trade secrets belonging to  
10 Move.

11          2.52    Mr. Samuelson gave the Dell laptop to a third party who copied data from the  
12 laptop and deleted data from the laptop. The Dell laptop and a hard drive containing data from  
13 the Dell laptop are now in the possession of Mr. Samuelson's attorney. .

14           **Errol Samuelson took Move's phone number for his own professional use without**  
15           **Move's authorization or consent.**

16          2.53    On March 3, 2014, Mr. Samuelson told a Move employee he wanted to transfer  
17 his cell phone account into his own name, and take Top Producer off of his business cell phone  
18 account.

19          2.54    Mr. Samuelson said that executives in Move's United States offices pay for their  
20 own mobile phones and then request reimbursement for work-related expenses. Mr. Samuelson  
21 said he wanted that arrangement.

22          2.55    Mr. Samuelson also told the Move employee to get him a new handset so he could  
23 have the phone number he was using ported into the new handset.

24          2.56    The phone number Mr. Samuelson was using belongs to Move.

1           2.57   Based on Mr. Samuelson's representations, the Move employee instructed the  
2 service provider on the phone's account to release the account to Mr. Samuelson.

3           2.58   On March 3<sup>rd</sup> and/or March 4<sup>th</sup>, Mr. Samuelson visited the phone service  
4 provider's store for the purpose of switching the phone number and account from Move's name  
5 into solely his own name.

6           2.59   Mr. Samuelson completed the transfer of Move's phone number to his own name  
7 on March 4, 2014. When Mr. Samuelson applied to have the phone service account switched to  
8 his name, he used the Top Producer business license number to secure a discount-rate small  
9 business account for the phone line.

10          2.60   Mr. Samuelson has continued using the phone number. Since Mr. Samuelson  
11 resigned without notice on March 5, 2014, Move has been deprived of possession or use of its  
12 phone number.

13           **Errol Samuelson resigned from Move without notice.**

14          2.61   On Tuesday, March 4, 2014, at 4:00 p.m., while still an employee and officer of  
15 Move, Inc., Mr. Samuelson sent an electronic invitation to Move's head of human resources,  
16 Carol Brummer, to join him for a phone call at 9:00 a.m. the next morning.

17          2.62   At 9:00 a.m. on Wednesday, March 5, 2014, Mr. Samuelson called Ms. Brummer  
18 and announced that he was resigning effective immediately.

19          2.63   In his employment with Move, Mr. Samuelson did not report to Ms. Brummer. He  
20 reported to the CEO, Steven Berkowitz.

21          2.64   Ms. Brummer asked Mr. Samuelson if he had spoken with Mr. Berkowitz. He had  
22 not.

23          2.65   Mr. Samuelson told Ms. Brummer that he was going to Zillow.  
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1           2.66 In a later phone call to Ms. Brummer, Mr. Samuelson mentioned that Zillow  
2 would be putting out a press release at 1:00 p.m. that day about his transition and that he was  
3 aware of its contents.

4           2.67 Mr. Samuelson later notified Mr. Berkowitz by voice mail message that he had  
5 resigned and Zillow would be issuing a press release at 1:00 p.m. that day.

6           2.68 Zillow did issue its press release at 1:00 p.m. that day.

7           **Mr. Samuelson's departure was timed to damage Move and inhibit Move's response**

8           2.69 While he was an officer of Move, commencing at least as early as February 14,  
9 2014, Mr. Samuelson planned his defection to Zillow and cooperated with Zillow in developing  
10 a plan for his acceptance of employment with Zillow.

11           2.70 On March 4 and 5, 2014, Morgan Stanley hosted a conference for significant  
12 investors in technology companies.

13           2.71 Mr. Samuelson and Zillow were aware well ahead-of-time that Zillow was  
14 scheduled to give a presentation on March 4 and Move was scheduled to present on March 5.

15           2.72 Mr. Samuelson and Zillow knew that Mr. Berkowitz was going to be spending the  
16 day on March 5, 2014 in meetings with significant investors and would be unable to devote  
17 himself to responding to the news of Mr. Samuelson's departure.

18           2.73 Mr. Samuelson and Zillow also knew that Zillow's press release announcing Mr.  
19 Samuelson's transition would go public in the middle of Move's investor meetings.

20           **Mr. Samuelson has divulged and will continue to divulge trade secrets to Zillow**

21           2.74 Zillow created a new role within its organization for Mr. Samuelson: Chief  
22 Industry Development Officer in charge of Zillow's industry relations strategy. Under his  
23 Executive Employment Agreement, Mr. Samuelson will spend at least 100 days per year at  
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1 Zillow's headquarters in Seattle, Washington. Mr. Samuelson's employment relationship with  
2 Zillow is governed by Washington law.

3 2.75 Mr. Samuelson's job will be to build Zillow's relationships with real estate  
4 brokers, franchisors, MLSs, and trade associations and to oversee Zillow's business-to-business  
5 product solutions; such duties mirror those that Mr. Samuelson had at Move.

6 2.76 In all of Mr. Samuelson's roles at Zillow, his task will be to help Zillow compete  
7 more effectively against Move.

8 2.77 Mr. Samuelson's vast knowledge, including memorized knowledge, of Move's  
9 trade secrets, strategies, products, and business relationships, particularly his knowledge of  
10 Move's strategic plans vis-à-vis Zillow, makes it impossible for him to function in his new  
11 position at Zillow without disclosing, using, and/or relying on Move's trade secrets in a manner  
12 harmful to Move.

13 2.78 Mr. Samuelson oversaw all negotiations with ListHub publishers, including  
14 Zillow, and personally negotiated Zillow's contract with ListHub™ He is aware of Move's  
15 strategic motivations in its negotiations with Zillow. ListHub is the primary source of real estate  
16 listing information for Zillow. Mr. Samuelson's knowledge of Move's side of Zillow's  
17 relationship with ListHub will inevitably be useful to Mr. Samuelson and Zillow if Mr.  
18 Samuelson continues in his new role at Zillow.

19 2.79 On March 4, and March 10, 2014, Move heard statements by third parties that  
20 contained information or ideas that the speakers could not have known unless Mr. Samuelson  
21 had shared Move trade secrets with Zillow.  
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### III. CAUSES OF ACTION

**Cause of Action 1: All plaintiffs allege violation of the Washington Trade Secrets Act, RCW 19.108**

3.1 Plaintiffs incorporate by reference the foregoing sections of this Complaint.

3.2 The trade secrets at issue in this cause of action consist of the confidential information, compilations, programs, methods, techniques, and processes known to Mr. Samuelson as a result of the roles he had as an employee, executive, and officer of Move and as President of realtor.com. Those trade secrets include but are not limited to information about finance, budget, technological capabilities, data content, products, initiatives, strategies, marketing, and other aspects of plaintiffs' businesses and the strategic partnership between plaintiffs.

3.3 The trade secrets derive independent economic value for plaintiffs from the fact that they are not generally known to competitors of Move, realtor.com, and RIN, including Zillow. The trade secrets guide plaintiffs' competitive efforts. The fact that the trade secrets are not known to competitors and/or are novel provides plaintiffs with competitive advantages that translate into revenue for Move, realtor.com, and RIN that would not be realized or would be decreased if the competitive actions of competitors like Zillow were also guided by the trade secrets.

3.4 The trade secrets are novel and/or are not reasonably ascertainable through proper means because they cannot be determined through the reasonable examination of public knowledge.

3.5 The trade secrets are the subject of measures that are reasonable under the circumstances to maintain their secrecy. Those measures include, but are not limited to, Move's limiting access to certain financial, strategic, and other sensitive information to the executive

1 team or an even smaller group of executives; Move's requiring confidential password logins for  
2 all company computers; Move's requirement that all employees to abide by the confidentiality  
3 provisions in the Code of Conduct and the Confidentiality Agreement; Move's requirement of  
4 non-disclosure agreements in significant negotiations and contracts; Move's requirement that  
5 executives certify their compliance with the Code of Conduct each quarter; and the mutual non-  
6 disclosure agreements between Move, RS, NAR and RIN.

7           3.6     Mr. Samuelson knew, at all relevant times, that he acquired plaintiffs' trade secret  
8 information under circumstances giving rise to a duty to maintain its secrecy and limit its use.

9           3.7     Mr. Samuelson misappropriated plaintiffs' trade secrets because he acquired them  
10 by improper means, such as misrepresentation. Through his actions, including his agreement to  
11 abide by the Code of Conduct, and through his failure to disclose that he was defecting to Zillow,  
12 Mr. Samuelson led plaintiffs to believe that he would safeguard their trade secrets. Because they  
13 were misled by Mr. Samuelson, plaintiffs continued to supply him with trade secrets, including,  
14 but not limited to, the time period February 14, 2014 through March 4, 2014.

15           3.8     Mr. Samuelson misappropriated plaintiffs' trade secrets because he has disclosed  
16 them to Zillow and used them on Zillow's behalf without express or implied consent from  
17 plaintiffs. Mr. Samuelson acquired plaintiffs' trade secrets under circumstances giving rise to a  
18 duty to maintain their secrecy. His duty to maintain secrecy arises from the fact that at the time  
19 he acquired the trade secrets, he was an employee, executive, and officer of Move, President of  
20 realtor.com, signatory to the Move Code of Conduct, and bound by the non-disclosure  
21 agreements between Move, RS, NAR and RIN.

22           3.9     Zillow misappropriated plaintiffs' trade secrets because it acquired them knowing,  
23 or with reason to know, that they were acquired by Mr. Samuelson through improper means.

1 Zillow knew that plaintiffs continued to communicate trade secrets to Mr. Samuelson after he  
2 had decided to leave Move and realtor.com because plaintiffs were misled into believing that Mr.  
3 Samuelson could still be trusted with their trade secrets.

4 3.10 Zillow misappropriated plaintiffs' trade secrets because it has used them without  
5 the express or implied consent of plaintiffs. It used and disclosed them on or prior to March 4  
6 and 10, 2014. At the time of use, Zillow knew that the trade secrets were acquired or derived  
7 from or through Mr. Samuelson, who owed a duty to plaintiffs to maintain the secrecy of the  
8 trade secrets.

9 3.11 Zillow's act of hiring Mr. Samuelson to act as its Chief Industry Development  
10 Officer in charge of Zillow's industry relations strategy—which he cannot do to the best of his  
11 ability without using or disclosing plaintiffs' trade secrets— constitutes a threatened  
12 misappropriation of plaintiffs' trade secrets.

13 3.12 In late February 2014, Mr. Samuelson and Zillow discussed and negotiated an  
14 indemnification agreement. When negotiating the scope of the indemnification, Mr. Samuelson  
15 requested indemnification for unintentional, inadvertent disclosure of Move's confidential  
16 information. Zillow agreed to broad indemnification of Mr. Samuelson, thereby diminishing or  
17 eliminating Mr. Samuelson's incentive to protect plaintiffs' trade secret information.

18 3.13 Zillow hired Mr. Samuelson for his important insights that Zillow believes will  
19 build Zillow's relationships with MLS's and brokerages. On February 24, 2014, Zillow  
20 identified Mr. Samuelson as one of three "owners" of a task to assemble call down lists for  
21 MSL's and brokers. On or before March 1, 2014, Mr. Samuelson sent Zillow a markup of talking  
22 points relating to his new position with Zillow and a markup of the planned press release. Zillow  
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1 knew that Mr. Samuelson was an officer and employee of Move, Inc. on February 24, 2014 and  
2 on March 1, 2014.

3 3.14 Zillow has given Samuelson a say in how Zillow creates products.

4 3.15 Zillow is vicariously liable for Mr. Samuelson's acts and/or Mr. Samuelson's  
5 threatened misappropriation.

6 3.16 Mr. Samuelson's act of accepting employment as Zillow's Chief Industry  
7 Development Officer in charge of Zillow's industry relations strategy—a job which he cannot  
8 perform to the best of his ability without using or disclosing plaintiffs' trade secrets—and  
9 Zillow's act in hiring him and assigning him tasks (including tasks before March 5, 2014)  
10 constitutes a threatened misappropriation of plaintiffs' trade secrets.

11 3.17 If Mr. Samuelson undertakes the tasks for which he was hired by Zillow, the  
12 unauthorized disclosure or use of plaintiffs' trade secrets, by Mr. Samuelson and Zillow, is  
13 inevitable.

14 3.18 The misappropriation of trade secrets by defendants has harmed and will continue  
15 to harm plaintiffs because it provides Zillow with a competitive advantage it would not have in  
16 the absence of the misappropriation. This advantage damages plaintiffs' reputation, goodwill,  
17 relationships with customers and vendors, and damages plaintiffs financially.

18 3.19 Move is also entitled to recover all devices containing its trade secret information  
19 under RCW 19.108.020(3).  
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1 **Cause of Action 2: Move alleges Breach of Fiduciary Duty**

2 3.20 Plaintiff incorporates by reference the allegations in sections 1 and 2 of this  
3 Complaint.

4 3.21 As an officer of Move, from 2006 through March 5, 2014, Mr. Samuelson owed  
5 fiduciary duties to Move, including duties of good faith and the utmost duty of undivided loyalty.

6 3.22 Mr. Samuelson breached his fiduciary duties by choosing to damage Move and  
7 benefit himself by accepting employment with Move’s biggest competitor while he was still an  
8 officer of Move.

9 3.23 Mr. Samuelson breached his fiduciary duties when, for personal reasons, he  
10 shared trade secrets with Move’s biggest competitor while he was still an officer of Move. In so  
11 doing, Mr. Samuelson exploited his position within Move for personal gain.

12 3.24 Mr. Samuelson breached his fiduciary duties when, for personal reasons and  
13 while still an officer of Move, he erased the memory from Move’s laptop, iPad, and iPhone.

14 3.25 Mr. Samuelson’s breaches of fiduciary duty have harmed and will continue to  
15 harm Move because they provide Zillow with a competitive advantage it would not have in the  
16 absence of the breaches. This advantage damages Move’s reputation, goodwill, relationships  
17 with customers and vendors, and damages Move financially.

18 **Cause of action 3: Move alleges Breach of Contract**

19 3.26 Plaintiffs incorporate by reference the allegations in sections 1 and 2 of this  
20 Complaint.

21 3.27 Mr. Samuelson’s repeated certification of the Move Code of Conduct created a  
22 binding contract between Mr. Samuelson and Move. The contract included the terms of the Code  
23 of Conduct and the Move Confidentiality Agreement.

1           3.28 Mr. Samuelson breached his contract with Move by creating a conflict of interest,  
2 which damaged his job performance and Move's business during the period when he had decided  
3 to join Zillow but continued to work for Move.

4           3.29 Mr. Samuelson breached his contract with Move by divulging confidential  
5 information to Zillow.

6           3.30 Mr. Samuelson breached his contact with Move by destroying business records  
7 belonging to Move when he erased the memory on Move's laptop, iPad, and iPhone.

8           3.31 Mr. Samuelson's breaches of contract have harmed and will continue to harm  
9 Move because they provide Zillow with a competitive advantage it would not have in the  
10 absence of the breaches. This advantage damages Move's reputation, goodwill, relationships  
11 with customers and vendors, and damages Move financially.

12           **Cause of Action 4: Move alleges Trespass to Chattels**

13           3.32 Plaintiffs incorporate by reference the allegations in sections 1 and 2 of this  
14 Complaint.

15           3.33 The business telephone number that Mr. Samuelson used while an employee and  
16 officer of Move belongs to Move.

17           3.34 The Dell laptop that Mr. Samuelson used while an employee and officer of Move  
18 belongs to Move.

19           3.35 Move has a possessory right to, and a property interest in, the phone number and  
20 Dell laptop.

21           3.36 Move has a possessory right to, and a property interest in, the data that was copied  
22 by Samuelson or his hired third party from the Dell laptop to another electronic drive.

1           3.37 Mr. Samuelson took intentional and affirmative steps to deprive Move of the  
2 possession or use of the phone number, by instructing Move’s employee to help him transfer the  
3 phone number, and by working with the phone service provider to complete the transfer.

4           3.38 Mr. Samuelson took intentional and affirmative steps to deprive Move of the  
5 possession or use of the Dell laptop, including by refusing, despite repeated requests, to return  
6 the laptop to Move, by giving the laptop to the third party, by copying data from the laptop, by  
7 deleting data from the laptop, and by giving the laptop to his attorney. Mr. Samuelson does not  
8 have any justification for retaining the laptop.

9           3.39 Mr. Samuelson’s proffered justification for switching Move’s phone number into  
10 his own personal name – that he intended to continue to use it for business purposes and receive  
11 reimbursement from Move – was false. Thus, Mr. Samuelson did not have any justification for  
12 the switch.

13           3.40 Mr. Samuelson switched the phone number and has continued to use the number  
14 himself, including for business purposes for Zillow.

15           3.41 By making the switch and continuing to use the phone number, Mr. Samuelson  
16 has deprived, and continues to deprive, Move of all use and possession of the phone number.

17           3.42 By failing and refusing to return the Dell laptop, Mr. Samuelson has deprived, and  
18 continues to deprive, Move of all use and possession of the laptop.

19           3.43 As a direct and proximate result of Mr. Samuelson’s actions, Move has been, and  
20 continues to be, damaged in an amount to be proven at trial.

21           **Cause of Action 5: Move alleges conversion (phone number and Dell laptop)**

22           3.44 Plaintiffs incorporate by reference the allegations in sections 1 and 2 of this  
23 Complaint.  
24

1           3.45    The business telephone number that Mr. Samuelson used while an employee and  
2 officer of Move belongs to Move.

3           3.46    The Dell laptop that Mr. Samuelson used while an employee and officer of Move  
4 belongs to Move.

5           3.47    Move has a possessory right to, and a property interest in, the phone number and  
6 the Dell laptop.

7           3.48    Mr. Samuelson has intentionally and willfully interfered with and appropriated  
8 Move's telephone number by transferring the associated account into his own name and  
9 continuing to use the number after he no longer worked for, or was an officer of, Move.

10          3.49    Mr. Samuelson has intentionally and willfully interfered with and appropriated  
11 Move's Dell laptop, including by refusing, despite repeated requests, to return the laptop to  
12 Move.

13          3.50    Mr. Samuelson has intentionally and willfully interfered with and appropriated  
14 the data on Move's Dell laptop by creating a copy of that data and withholding it from Move.

15          3.51    Mr. Samuelson's willful interference with Move's phone number was wrongful,  
16 as it was accomplished with the aid of false pretenses, including the improper use of Top  
17 Producer's business license number and Mr. Samuelson's false statement to his assistants that all  
18 Move executives were transferring their business phones into their personal names. The transfer  
19 was also wrongful as it was not authorized by Move.

20          3.52    Despite the fact that Move did not authorize the transfer of its telephone number  
21 and account into Mr. Samuelson's name, Mr. Samuelson took affirmative and intentional steps to  
22 effectuate the transfer, including making false statements to his assistants at Move and visiting  
23 the phone service provider's store to complete the transfer.

1           3.53   Mr. Samuelson's willful acts of transferring and continuing to use Move's phone  
2 number have interfered with Move's right to use the number, and have deprived Move of all use  
3 of the phone number.

4           3.54   Mr. Samuelson's willful interference with Move's Dell laptop was wrongful, as  
5 he has failed and willfully refused to return the laptop that belongs to Move, despite demands  
6 from Move that he do so. Mr. Samuelson's willful acts have deprived Move of all use of the  
7 laptop.

8           3.55   As a direct and proximate result of Mr. Samuelson's acts, Move has been  
9 damaged in an amount to be proven at trial.

10           **Cause of Action 6: Move seeks Replevy of its telephone number and Dell Laptop.**

11           3.56   Plaintiffs incorporate by reference the allegations in sections 1 and 2 of this  
12 Complaint.

13           3.57   The business telephone number that Mr. Samuelson used while an employee and  
14 officer of Move belongs to Move.

15           3.58   The Dell laptop that Mr. Samuelson used while an employee and officer of Move  
16 belongs to Move.

17           3.59   Move has a possessory right to, and a property interest in, the phone number and  
18 Dell laptop.

19           3.60   The phone number and laptop have been wrongfully detained by Mr. Samuelson.

20           3.61   Mr. Samuelson has refused and/or failed to transfer the phone number back to  
21 Move and return the Dell laptop to Move, despite requests that he do so.

1           3.62 Mr. Samuelson has not taken the phone number or laptop for a tax, assessment, or  
2 fine pursuant to a statute, and neither the phone number nor laptop has been seized under an  
3 execution or attachment against the property of Move.

4           3.63 The telephone number, which has been a main contact source for many of Move's  
5 partners, customers, and potential partners and customers, has a unique and substantial economic  
6 and professional value to Move, the full value of which is unascertainable at this time.

7           3.64 The Dell laptop, which contains Move's work product, customer contacts, and  
8 other information, has a unique and substantial economic and professional value to Move, the  
9 full value of which is unascertainable at this time.

10          3.65 Move is entitled, under RCW 7.64, to replevin of the telephone number and Dell  
11 laptop.

12   **IV. PRAYER FOR RELIEF**

13          4.1 Plaintiffs incorporate all earlier allegations.

14          4.2 Based on the foregoing, Plaintiffs request the following relief:

15               4.2.1 An award of damages in an amount to be determined;

16               4.2.2 An order of replevin and/or pursuant to RCW 19.108.020(3) requiring  
17 defendants to return plaintiffs' property;

18               4.2.3 An order under RCW 19.108.020(3) requiring defendants to return  
19 plaintiffs' trade secret information (and any copies);

20               4.2.4 An award of preliminary injunctive relief to protect plaintiffs' trade secrets  
21 and to prevent further actual, threatened, and inevitable trade secret misappropriation, breaches  
22 of fiduciary duty, and breaches of contract and to eliminate the commercial advantage that Mr.  
23 Samuelson and Zillow would otherwise derive from the trade secret misappropriation;



1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on April 8, 2014, I electronically filed the foregoing with the Clerk  
3 of the Court using the Court's CM/ECF System which will send notification of such filing to  
4 those registered to receive electronic notices by email transmission at the email addresses  
5 provided.

6 **CM/ECF PARTICIPANTS:**

7 Bruce M. Cross  
8 James Sanders  
9 Perkins Coie LLP  
10 Attorneys for Zillow, Inc.

11 Clemens H. Barnes  
12 Graham & Dunn PC  
13 Attorneys for Errol Samuelson

14 I declare under penalty of perjury that the foregoing is true and correct.

15 DATED at Seattle, Washington on April 8, 2014.

16 /s/Katy M. Albritton  
17 Katy Albritton, Legal Assistant